

86916

THIS AGREEMENT, Made and entered into this 15th day of July, 1980, by and between Sharon Sue Reed

hereinafter called the first party, and Department of Veterans Affairs

hereinafter called the second party; WITNESSETH:

On or about October 22, 1979, Harold Eugene Reed

, being the owner of the following described property in Klamath County, Oregon, to-wit:

A tract of land in NE1/4 NW1/4 of Section 9, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the North-South center line of said Section 9, which bears South 0° 06' West, a distance of 935.5 feet from the one-quarter section corner common to Sections 4 and 9, said Township and Range; thence continuing South 0° 06' West, along said center Section line a distance of 343.3 feet, more or less, to the Southeast corner of said NE1/4 NW1/4; thence North 89° 30' West along the South line of said NE1/4 NW1/4 a distance of 655.2 feet to a point; thence North 0° 06' East, parallel to the East line of said NE1/4 NW1/4 a distance of 336.65 feet to a point; thence North 89° 55' East a distance of 655.1 feet, more or less, to the point of beginning.

executed and delivered to the first party his certain Judgment

(herein called the first party's lien) on said described property to secure the sum of \$10,000.00, which lien was (State whether mortgage, trust deed, contract, security agreement or otherwise)

Recorded on October 22, 1979, in the Microfilm Records of Klamath County, Oregon, in book/reel/volume No. 35 at page 146 thereof or as document/fee/file/instrument/microfilm No. (indicate which);

Filed on 1979, in the office of the County, Oregon, where it bears the document/fee/file/instrument/microfilm No. (indicate which);

Created by a security agreement, notice of which was given by the filing on 1979, of a financing statement in the office of the Oregon Secretary of State and in the office of the Department of Motor Vehicles where it bears file No. of County, Oregon, where it bears the document/fee/file/instrument/microfilm No. (indicate which).

Reference to the document so recorded or filed hereby is made. The first party has never sold or assigned his said lien and at all times since the date thereof has been and now is the owner and holder thereof and the debt thereby secured.

The second party is about to loan the sum of \$5000.00 to the present owner of the property above described, with interest thereon at a rate not exceeding 5.9% per annum, said loan to be secured by the said present owner's existing mortgage held by the second party as a (hereinafter called the first lien and, pursuant to ORS 407-090, an additional advance thereto. (State nature of lien to be given, whether mortgage, trust deed, contract, security agreement or otherwise)

second party's lien) upon said property and to be repaid within not more than 30 years from its date.

To induce the second party to make the loan last mentioned, the first party heretofore has agreed and consented to subordinate first party's said lien to the lien about to be taken by the second party as above set forth.

NOW, THEREFORE, for value received and for the purpose of inducing the second party to make the loan aforesaid, the first party, for himself, his personal representatives (or successors) and assigns, hereby covenants, consents and agrees to and with the second party, his personal representatives (or successors) and assigns, that the said first party's lien on said described property is and shall always be subject and subordinate to the lien about to be delivered to the second party, as aforesaid, and that second party's said lien in all respects shall be first, prior and superior to that of the first party; provided always, however, that if second party's said lien is not duly filed or recorded or an appropriate financing statement thereon duly filed within days after the date hereof, this subordination agreement shall be null and void and of no force or effect.

It is expressly understood and agreed that nothing herein contained shall be construed to change, alter or impair the first party's said lien, except as hereinabove expressly set forth.

In construing this subordination agreement and where the context so requires, the singular includes the plural; the masculine includes the feminine and the neuter, and all grammatical changes shall be supplied to cause this agreement to apply to corporations as well as to individuals.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal; if the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors, all on this, the day and year first above written.

SUBSCRIBED and SWORN to before me this 15th day of July, 1980

Sharon S. Reed

Notary Public for Oregon

My Commission Expires: 5/19/82

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 15th day of July A.D., 1980 at 2:15 o'clock P.M., and duly recorded in Vol. M80 of Mortgages on Page 13097.

FEE \$3.50

THIS INSTRUMENT RE-RECORDED TO SUBORDINATE TO THAT CERTAIN MORTGAGE RECORDED IN VOL. M80; PAGE 18386. STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 25th day of September A.D., 1980 at 3:00 o'clock P.M., and duly recorded in Vol. M80 of Mortgages on Page 18426.

FEE \$3.50

WM. D. MILNE, County Clerk

By Bernetha J. Delich Deputy

SEP 25 1980

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